

CONTRACT

October 14, 2005

Prepared for:

Cass County
Cass County, Indiana

To Provide:

Additional Software Licenses



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthengineering.com •

OVERVIEW

Cass County (the "Client") requires GIS and/or mapping related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think GIS™ Software

The Client will be provided with (8) **Think GIS™ license(s)**. This software may be installed on stand alone computers or on a server but use of the software is limited to (8) computer(s). Each computer where Think GIS™ is used must be registered with The Company. The hardware/system requirements for using the Think GIS™ software are as follows.

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	Pentium 4 (2 GHz or faster)
Memory (RAM)	128 MB	512 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 50 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of internal memory) Or Color Printer (with 128 MB of internal memory)

***All computers must be current on all Microsoft Windows Critical Updates and Service Packs.*

Delivery with Existing County Layers (Cass County, Indiana)

Think GIS™ will be delivered with the following data sets/layers as authorized by the County. Each layer will be positioned on the map to line up with each other and with the digital aerial photography. Other layers may be available.

- Aerial Photography
- Roads, Highways, Railroads
- Addresses
- County and Township Boundaries
- Water

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Think GIS™ Maintenance and Support

The Company will provide the following services as part of an annual maintenance and support agreement. These services are to be paid for at the beginning of each 12 month period.

- Software Upgrades
Any enhancements made to the Think GIS™ system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.
- Phone Support
Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.
- Off Site Data Backup
The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.
- Pre-Contract Technical Counsel
The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think GIS™ GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think GIS™ product.
- UDX™ (Universal Data Exchange Network) Subscription
This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think GIS™ program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map updates. With this

in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	(8) Think GIS™ License(s)	30 Days ⁽¹⁾	\$ 4,000.00
Total GIS Cost			TOTAL	\$ 4,000.00
Customer Service		Annual Customer Service	30 Days	⁽²⁾ \$ 0.00

- (1) The Company will invoice the customer on a monthly basis based on the number months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.
- (2) Annual Maintenance and Support for the Client will be covered under the County's existing public safety agreement with the Company.

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

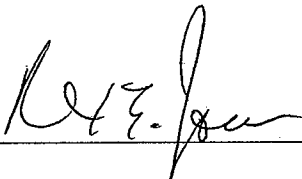
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 7 day of Nov 2005.

Company:
WTH Technology, Inc.

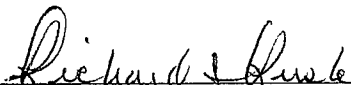
Client:
Cass County
Cass County, Indiana

Signature: 

Name: Rex Jones

Title: President

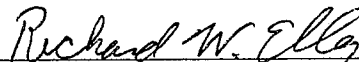
Date: 11-7-05

Signature: 

Name: Richard h Rusk

Title: Commissioner

Date: 11-7-05

Signature: 

Name: Richard W. Eller

Title: Commissioner

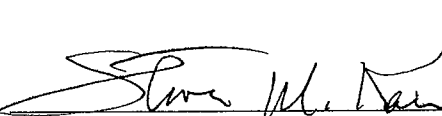
Date: 11-7-05

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: 

Name: STEVEN M. KAIN

Title: COMMISSIONER

Date: 11/7/05



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